

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM477506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vintage Stock, Inc.		06/07/2018	Corporation: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comvest Capital IV, L.P.		
<b>Street Address:</b>	525 Okeechobee Boulevard, Suite 1050		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5267846	MOVIE TRADING CO.	
<b>Registration Number:</b>	4302324	V · STOCK BUY SELL TRADE MOVIES · MUSIC	
<b>Registration Number:</b>	3056658	VINTAGE STOCK	
<b>Registration Number:</b>	3219794	VINTAGE STOCK BUY SELL TRADE MUSIC, MOVI	
<b>Registration Number:</b>	4529019	ENTERTAINMART	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	704-444-1124		
<b>Email:</b>	elaine.hunt@alston.com		
<b>Correspondent Name:</b>	Michele M. Glessner		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	101 South Tryon Street, Suite 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	Elaine B. Hunt		
<b>SIGNATURE:</b>	/Elaine B. Hunt/		
<b>DATE SIGNED:</b>	06/11/2018		

CH \$140.00 5267846

**Total Attachments: 4**

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is dated June 7, 2018, by VINTAGE STOCK, INC., a Missouri corporation (the “**Grantor**”), in favor of COMVEST CAPITAL IV, L.P., in its capacity as Agent for the Secured Persons (in such capacity, together with its successors, the “**Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Collateral Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “**Collateral Agreement**”) by and among Grantor, the other Grantors signatory thereto, any and all Additional Grantors who may become a party from time to time, and the Agent, Grantor has agreed to grant a security interest in favor of Agent in all or substantially all of its assets to secure financial accommodations made by certain lenders party to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, including all schedules thereto, the “**Credit Agreement**”), by and among Grantor, VINTAGE STOCK AFFILIATED HOLDINGS LLC, a Nevada limited liability company (the “**Parent**”), the lenders from time to time party thereto (the “**Lenders**”), and the Agent; and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Persons, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Agent, for the benefit of the Secured Persons, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses, including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each of the foregoing; and

(e) all products and Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of such Trademark or such Trademark License or (ii) injury to the goodwill associated with such Trademark or such Trademark License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Lien created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Agent, the other Secured Persons or any of them, whether or not they are unenforceable or not allowable due to the filing of a petition in bankruptcy with respect to Grantor.

4. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Persons, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks and Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorize the Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile or other electronic method of transmission shall be deemed an original signature hereto.

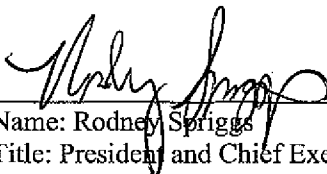
7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof", "herein", "hereby", "hereunder" and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, Schedule, and Exhibit references herein are to this Trademark Security Agreement unless otherwise specified.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

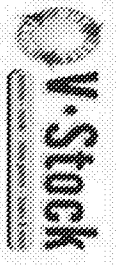

**GRANTOR:**

**VINTAGE STOCK, INC.**

By:  \_\_\_\_\_  
Name: Rodney Spriggs  
Title: President and Chief Executive Officer

SCHEDULE I  
TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner
MOVIE TRADING CO.	United States	5,267,846 / 86/849,692	Dec. 15, 2015	Aug. 15, 2017	Vintage Stock, Inc.
V. STOCK BUY SELL TRADE MOVIES . MUSIC. VIDEO GAMES. BOOKS & MORE & Design	United States	4,302,324 / 85/466,710	Nov. 08, 2011	Mar. 12, 2013	Vintage Stock, Inc.
					
VINTAGE STOCK	United States	3,056,658 / 78/440,572	Jun. 24, 2004	Jan. 31, 2006	VINTAGE STOCK, INC.
VINTAGE STOCK BUY SELL TRADE MUSIC, MOVIES, VIDEO GAMES & MORE & Design	United States	3,219,794 / 78/809,759	Feb. 08, 2006	Mar. 20, 2007	VINTAGE STOCK, INC.
					
ENTERTAINMART	United States	4,529,019 / 86/062,138	Sep. 11, 2013	May 13, 2014	Vintage Stock, Inc.